

**Town of Moultonborough  
INITIAL ATTACK PUMPER  
Bid questions and addendums.**

**Addendum #1-** Changes to specifications are noted in **Red** and **Blue** tracking changes.

**Scope of Work or Specifications and Conditions**

**1.) General Description of the Project, Materials and Quantities**

The general specifications are for an initial attack pumper build upon a 2016 Ford F550, 4 wheel drive cab and chassis with a 4-man cab, powered with a diesel engine. The apparatus shall have a stainless steel body with compartments comprised of double sided slide out tool boards with extruded aluminum mounting panels (or equivalent), slide out trays capable of handling loads up to 250 lbs. The apparatus shall have a 1,500-gallon per minute pump, a 400-gallon water tank and a Class A foam tank of not less than 15-gallons.

**2.) Specifications & Certification**

See Exhibit A

**3.) Delivery, Cost, Location and Timing**

All items, as specified, are to be delivered to a location within the Town of Moultonborough as the Town may specify at the time of delivery. The cost of delivery must be contained within your bid pricing.

You must specify the number of calendar days it will take you to deliver the equipment to us from the date we give you the notice to proceed under the contract.

**4.) Term of Contract**

N/A

**5.) General Conditions**

a.) If you are in default of the delivery date a \$100 per day liquidated damages will be assessed as a credit against any final payment due you.

b.) ~~If you are more than thirty (30) days late in delivering the equipment you will be given ten (10) days notice to cure the default. You will then have a period of ten (10) days to cure the default. If you do not do so we may cancel the contract.~~

c.) Any cash payment due to you will be paid ~~ninety one hundred~~ percent (~~90~~100%) upon the date of delivery. The payment will be contingent upon an inspection of the apparatus at the dealer. Any remaining punch list items for completion will be agreed upon between the parties, to render acceptance. Upon acceptance payment will be rendered. ~~The balance will be paid within ten (10) days of our acceptance of the equipment as specified. You will maintain a lien interest in the equipment until that time. Any portion of your bid and performance deposit remaining on deposit with us will be returned at that time.~~

d.) The term “days” will mean calendar days.

e.) Unless otherwise specified to be of a longer duration, you must provide the standard factory warranty as specified by the manufacturer on each and every item to be supplied.

f.) You must have a factory approved service facility within 100 miles of Moultonborough.

## **6.) Pre-Bid Conference, Questions, and Supplements**

Any questions with respect to this invitation must be received, in writing by mail (above address), fax (603.476.5835) or email ([skinmond@moultonboroughnh.gov](mailto:skinmond@moultonboroughnh.gov)), by Scott Kinmond, Administrative Liaison, no later than 4:00 p.m. on May 7, 2015.

**\*Important Note:** The answers, and any other changes or supplements to this document, will be posted on the Town web site as an Addendum no later than 4:00 p.m. on Monday, May 11, 2015. It is the bidder’s responsibility to check and verify any such changes in order to account for them in their bid. You must acknowledge issued addenda on your bid form.

## **7.) Description, Continued Use, and Viewing of Trade-In(s)**

International 1854 All- Wheel Drive chassis/E-One fire body, 35,000 G.V.W., DT 466, 201 H.P. engine, Allison MT 643 transmission, Hale QSF 1,000 GPM single stage pump, 800-gallon booster tank, 60-gallon foam tank. Truck is currently in service and in use by the fire department; it will be available upon delivery and acceptance of initial attack pumper. Viewing of this apparatus will be possible on Saturday, ~~May~~, May 9, 2015 from 9:00 am to 12:00 pm at the Moultonborough Public Works Complex located at 68 Highway Garage Road in Moultonborough or by appointment with the fire chief.

## **8.) Bonding**

Bidders must provide certain types of bonding from a surety company authorized to underwrite surety bonds in the State of New Hampshire with a minimum AM Best rating of “A” and acceptable to the Town in a form that will be subject to the approval of the Town. Bidders may substitute a certified check in the appropriate amount made payable to the Town of Moultonborough in lieu of a bond.

### **A. Bid Deposit**

A bid bond or certified check in the amount of five percent (5%) of the bid to ensure that the bidder will enter into a contract and submit a performance bond with ~~thirtyfourteen~~ (1430) days of notice of award of contract. The successful bidder’s bid bond will be returned or released after a contract is executed and an acceptable performance bond has been delivered. In case of failure to comply within the stated time, the bid bond will be forfeited as liquidated damages because of the default.

The bid bond or check of all but the lowest three (3) bidders will be returned after the bids are opened and evaluated and those low three bidders are established. The bid bonds of those that are retained after this process will be returned once a contract with the lowest responsive bidder is executed.

## B. Performance Bond

A performance bond in the amount of one hundred percent (100%) of the bid shall be furnished by the successful bidder within ~~thirty-fourteen~~ (1430) days after receiving the official notice of award of contract. Failure of the contractor to perform according to the contract and specifications will be cause for the town to begin action for forfeiture of the performance bond.

The performance bond shall reference the warranty coverage and terms on the face of the bond. The Bidder's bonded warranty shall extend to the ~~chassis pump~~ and custom body, ~~regardless of manufacturer.~~

Proposals received from Bidders who do not manufacture the chassis shall provide a separate manufacturer's warranty which is issued as a delayed delivery by the Cab & jointly and severally by, both the Bidder and the chassis manufacturer. This document shall be included in the bid response package.

~~If the successful Bidder does not manufacture the chassis, the Bidder shall supply a separate warranty bond (in addition to their performance bond) along with their signed contract which guarantees all terms and conditions of the warranty and names, as co-principals, both the Bidder and the chassis manufacturer. This warranty bond shall be issued for the contract amount and shall remain in force for a term which is consistent with the term of the warranty quoted in the bid.~~

Bidders who manufacture the chassis should provide a warranty issued in their name only.

## 9.) Financing

The apparatus to be acquired under this invitation shall be financed under a lease to be secured and offered by the bidder.

The Town shall make its first lease payment of \$48,500 within thirty (30) days of its receipt of the truck in a fully operational condition. Should items of correction be needed, the payment will be made within thirty (30) days of the corrections having been made and accepted by the Town.

The Town will then make four additional payments on the anniversary of the first payment in the amount to be specified in the bid.

The lease must have a standard "escape" clause which allows the Town to cancel the lease in the event the Town Meeting does not appropriate subsequent lease payments.

The lease must allow the Town to "buy-out" the balance of the payments at any time if it should so wish.

## 10.) Bid due Date and Methods of Delivery

Sealed bids will be accepted until 2:00 p.m. on Thursday, May 14, 2015 in the Offices of the Select Board, 6 Holland Street, PO Box 139, Moultonborough, NH 03254 at which time they will be opened and publicly read aloud. Each submitted bid should be in a sealed envelope marked, Town of Moultonborough, **"Initial Attack Pumper Bid"**, with the due date clearly marked. If mailed, the bid submission should be in a similarly marked separate sealed envelope to protect against the actual bid being opened in error.

### **11.) List of Five References**

Provide a list of at least five references for a similar “Initial Attack Pumpers” that you have constructed and equipped within the past five years. You must identify the following:

- Name of Entity purchasing the truck
- Name of Specific Contact
- Email and telephone for the contact
- Description
- Initial Contract Value
- Final Contract Value
- Description of the difference

### **12.) Force Majeure**

**Force Majeure:** The time for performance hereunder shall be extended for any delay or default in performing hereunder if such delay or default is caused by conditions beyond the Contractor’s control including, but not limited to Acts of God, natural disasters (earthquakes, hurricanes, floods), wars or riots, or performance failures of parties beyond the control of the Contractor (e.g., disruptions in utility services attributable to the provider or labor actions by employees of a common carrier). Such extensions shall be day for day of the delay. Such extension shall only take effect if the Contractor shall give the Town prompt written notice following their first knowing of the occurrence causing the delay. Such notice shall include the cause of the delay, the anticipated length of the delay, the alternatives that could be considered to keep the project on schedule, and the action the Contractor is taking, notwithstanding the instant matter, to otherwise honor its end delivery date obligation.

The extension shall remain in place only to the extent that, on a seven day basis, the Contractor shall update this information and show a good faith prosecution of the remainder of the work that is not dependent upon the matter causing the delay.

A dispute with copyright owners or trademark infringements, contractor labor disputes, software or server delays, the obtaining of licenses or approvals other than those of the Town, or a delay in the delivery of parts that could have been available had they been ordered at the earliest possible moment shall not be considered to be a force majeure cause for extension.

**Town of Moultonborough**  
**Initial Attack Pumper**  
**Bid Form**  
**(Please Print in Ink or Type)**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

\_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
Email

ATTENTION: Mr. Christopher P. Shipp, Chairman  
Board of Selectmen  
PO Box 139  
Moultonborough, NH 03254

Dear Mr. Shipp:

Having examined the documentation provided with the subject Invitation for Bids the undersigned proposes to furnish the requested item or materials as requested in accordance with the subject documents.

The undersigned acknowledges Addenda # \_\_\_\_\_  
(If none, write none).

If I am notified my proposal is accepted within forty five (45) days of the bids having been opened, I will execute a contract for the work within fourteen (14) days thereafter.

I propose to provide the following items for the following unit pricing:

<u>Item</u>	<u>Price</u>
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**1.) Bid Lease Pricing**

<b>A. Payment 1 fixed by Town</b>	<b>\$48,500</b>
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Item

Price

**B. Payment 2**

\$ \_\_\_\_\_  
(In Figures)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(In Words)

**C. Payment 3**

\$ \_\_\_\_\_  
(In Figures)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(In Words)

**D. Payment 4**

\$ \_\_\_\_\_  
(In Figures)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(In Words)

**E. Payment 5**

\$ \_\_\_\_\_  
(In Figures)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(In Words)

**F. Total of all payments A through E**

\$ \_\_\_\_\_  
(In Figures)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(In Words)

**2.) Interest rate of financing**

\_\_\_\_\_ %  
(In Figures)

\_\_\_\_\_ percentage  
(In Words)

**3.) Total amount being financed**

\$ \_\_\_\_\_  
(In Figures)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(In Words)

Time for Delivery: I will deliver this equipment to you within \_\_\_\_\_ days (In Figures) of your notice to proceed (exclusive of the time you take to review and approve my submittals).

I understand that the town reserves the right to reject any and all bids, and waive any minor or non-material informalities, if deemed to be in its best interests.

I understand that the Town may hold my bid for forty five (45) days prior to awarding a contract.

In order to be considered responsive each bidder must submit the following with this bid:

- 1.) Completed Exhibit A, explanation of any deviations from the specifications, and attachments of required drawings, catalog sheets warranty information and the like.
- 2.) Clerk's Certificate showing the authority of the submitting party to bind it to a contract. [This generally applies to corporations and partnerships. It is an extract from your minutes, a specific form by the Clerk of your Board of Director's or a section of your partnership agreement in which it is demonstrated that you have the authority to submit the bid and the authority to sign a contract if offered to you.]
- 3.) Bid and Performance Deposit Certified Check in the amount of 5% of the bid [rounded up to the next whole \$100.00 increment].
- 4.) History of Firm.
- 5.) Location of site at which truck will be manufactured.
- 6.) Name & Location of firm providing regular service.
- 7.) Reference List

I certify, under the penalties of perjury, that (1) I have had an opportunity to view the full bid package and am aware it was my responsibility to perform my own due diligence appropriate to submitting this proposal, (2) I am fully authorized to submit this bid, (3) I have not engaged in discussions, negotiations, or collusion with any person to determine what my bid will be and (4) that I, to the best of my knowledge and belief, have paid all taxes, fees, assessments, betterments or other municipal charges that I owe to the Town of Moultonborough or have payment agreement in place or have filed an appeal over the same.

\_\_\_\_\_  
Signature of Bidder

Corporate  
Seal

\_\_\_\_\_  
Title of Bidder

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

